

# **Town of Georgetown**

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**Invitation for Bids (IFB)**

## **EXTERIOR PAINTING MEMORIAL TOWN HALL**

**Your participation is invited with regard to the above referenced bid. In order for your submission to be considered responsive this original document must be delivered prior to the time and at the place indicated herein. The Town of Georgetown assumes no liability for bids mistakenly opened due to improperly labeled envelopes and will return same to the bidder without notice. (It is strongly suggested that bid documents sent via carriers other than first class mail should be placed in properly labeled and sealed envelopes prior to being placed in the carrier packaging in order to avoid premature opening.)**

## INVITATION TO BID

SEALED BIDS shall be received for **Exterior Painting of the Memorial Town Hall**, 1 Library Street, Georgetown, MA 01833, at the Board of Selectmen's Office, 1 Library Street, Georgetown, MA on behalf of the Awarding Authority, the Town Administrator. Bids shall be received at the Board of Selectmen's Office, Memorial Town Hall, 1 Library Street, Georgetown, MA 01833, **until 12:00 NOON** Thursday, July 17, 2014 at which time and place will be publicly opened and read. Phone calls, telegrams, postmarks, etc. shall not be considered. Bids not submitted on original bid forms shall be deemed non-responsive. **Bid submissions must be made in a sealed envelope clearly marked, "Exterior Painting MTH- 12:00 NOON, Thursday, July 17, 2014"**. The Town of Georgetown assumes no liability for bids mistakenly opened due to improperly labeled envelopes and will return same to bidder without notice.

Specifications and bid forms may be obtained from the Town's Web Procurement Desk on the Town's web site at [www.georgetownma.gov](http://www.georgetownma.gov) or at the Office of the Town Administrator Monday through Thursday between 8:00 a.m. and 4:00 p.m.

Wages are subject to minimum wage rates as per M.G.L. Chapter 149, Sections 26 to 27D, inclusive.

A 5% bid bond is required with all bid submissions. The successful bidder will be required to submit a 100% payment bond and a 100% performance bond.

Bidders must be pre-qualified with the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance and must provide Certification of Eligibility and current Update Statement.

The Town of Georgetown reserves the right to reject any and all bids, in whole or in part, or waive minor informalities and to make awards in a manner deemed in the best interest of the Town as provided by M.G.L.

The Town of Georgetown is an Equal Opportunity Employer. Bids from Woman/Minority Business Enterprises are strongly encouraged.

Michael F. Farrell

Town Administrator

## I. SUBMISSION REQUIREMENTS

A. The bid must be submitted on the original bid form (one duplicate copy is requested).

- 1.) The bid may be withdrawn or amended without prejudice between the time of submission and the time of opening.
- 2.) All bid amounts will be considered firm and may not be withdrawn for a period of no less than sixty (60) days from the date of opening, unless stated otherwise.

B. **Bid submissions shall be made in a sealed envelope clearly marked “Exterior Painting MTH - 12:00 NOON, Thursday July 17, 2014”.** In the event that Town Hall is closed due to any reason, including but not limited to inclement weather, this bid will be opened at the same time and place on the next week day that Town Hall is in operation. The Town of Georgetown assumes no liability for bids mistakenly opened due to improperly labeled envelopes and will return same to bidder without notice.

C. In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, it is suggested that all bids submitted comply with the following guidelines:

- 1.) All copies should be printed double sided.
- 2.) All submittals and copies should be printed on recycled paper with a minimum of 20% post-consumer content.
- 3.) All proposals and copies should minimize or eliminate the use of non-recyclable, or reusable materials, such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.
- 4.) Vendors should submit materials in a format, which allows for easy removal and recycling of paper materials.
- 5.) Vendors are encouraged to use other products, which contain reduced content in their bid documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc.
- 6.) Unnecessary samples, attachments or documents not specifically requested, should not be submitted. Bidders should avoid superfluous use of paper, such as separate title sheets or chapter dividers.

D. Where the word "signed" appears, it refers to the hand written signature of the individual authorized to execute the contract. Bids "signed" by any way other than described here will be considered non-responsive.

E. Certificates of insurance must be submitted by the apparent low bidder within ten (10) business days of the request from the Town (Also see Section VII, “Insurance”).

F. A bid deposit or bid bond in the amount of 5% of the bid is required and must be submitted in the sealed bid envelope unless otherwise stated.

G. The successful bidder shall provide performance and payment bonds in the full amount (100%) of the bid. The successful bidder shall submit said bonds within ten (10) days of the request from the Town.

In lieu of a bid deposit and/or performance bond, the Town reserves the right to deem as not responsible and ineligible to conduct business with the Town for a period of two (2) years if same vendor 1.) withdraws a bid proposal between the time of the bid opening and the time of an award or sixty (60) days, whichever is less, and/or 2.) fails if awarded a bid, to honor the terms of the award during the stated contract period.

- H. Signed (and sealed when applicable) certification that the bidder has not colluded with any other party in the preparation and submission of his/her bid.
- I. Bidder's certification regarding payment of prevailing wages (attached).
- J. Signed (and sealed when applicable) certificate of indemnification to save harmless the Town of Georgetown for all damages to life and property due to his/her negligence or that of his/her subcontractors, etc. during the term of this contract (use form attached).
- K. Signed (and sealed when applicable) certification that the bidder has paid all State taxes due (use form attached).
- L. Signed and sealed certification of vote (for use by Corporations). Bidders may submit their own certificate of corporate vote.

## **II. CONTRACT DOCUMENT**

The contract documents will consist of all bid forms as attached hereto. In addition, the following documents will be included:

- 1. All submissions required by Sect. I 'Submissions'
- 2. Any IFB addendum
- 3. Notification of Award
- 4. Contract sample attached
- 5. Any other documents by mutual agreement of the Town and successful bidder
- 6. All requirements of the General Laws applicable to this contract.

## **III. TERM OF CONTRACT**

- A. TIME IS OF THE ESSENCE.
- B. It is anticipated that this bid will be awarded within 30 days after the bid opening.
- C. The Contractor agrees to commence work on the project within seven (7) days after receipt of Notice to Proceed and further agrees to complete the project within two (2) months after being awarded.
- D. Only one (1) bid shall be awarded.

- F. The successful bidder agrees to execute a contract with the Town of Georgetown and provide insurance documents and any bonds required within ten (10) days after notification of award, unless stated otherwise. Failure or refusal to comply with this requirement may result in withdrawal of the bid award. In the event of bid award withdrawal, the Town reserves the right to issue a new Invitation to Bid or award to the second low responsive and responsible bidder.
- G. It is the intention of this Public Agency not to award a contract for this work under this or any other bid if the bidder cannot furnish satisfactory evidence that he has the ability and experience to perform this class of work and that he has sufficient capital and equipment to enable him to perform this class of work and that he has sufficient capital and equipment to enable him to prosecute the work successfully and to complete it within the time named in the contract; and the Public Agency reserves the right to reject this or any other bid or to award the contract as is deemed to be in the best interest of the Public Agency.

#### **IV. EVALUATION CRITERIA**

The successful bid will be the bid providing the "best price" (see "Price Evaluation" below) chosen from all bids considered to be responsive and responsible. The Town retains the right to waive minor informalities.

A A **RESPONSIVE** bid meets all of the following criteria:

- 1. Answers all questions as required by this bid document
- 2. Includes all forms and certifications required by Sect. I "Submission Requirements"

B A **RESPONSIBLE** bidder meets all of the following criteria:

- 1. Has been in the business of professional painting under the current name for no less than five (5) years
- 2. Provides at the request of the Awarding Authority five references for professional painting projects within the past three years
- 3. Demonstrates the ability to work within the term of the contract as described in Section III. Above

#### **V. PRICE EVALUATION**

- A. Quoted prices are guaranteed to be fixed for the term of this contract
- B. Discounts based on time of payment shall not be considered
- C. No additional cost shall be added for delivery
- D. 'Best Price' will be based on the lowest total price offered by a responsive and responsible bidder.

## VI. INSURANCE

- A. Commercial General Liability Insurance - Contractor is to maintain Casualty Insurance as follows:

Commercial General Liability Insurance with an insurance company qualified to do business in the Commonwealth of Massachusetts and acceptable to the Town, providing a limit of liability of not less than \$1,000,000 per occurrence and general aggregate. Such insurance is to include the following extension of coverage.

- 1.) Contractual Liability - \$1,000,000 per occurrence
- 2.) Premises Operation Liability - \$1,000,000 per occurrence
- 3.) Independent Contractors Liability - \$1,000.00 per occurrence
- 4.) Explosion, Collapse and Underground Property Damage - \$1,000,000 per occurrence
- 5.) Personal Liability - \$1,000,000 per occurrence
- 6.) Products Liability - \$1,000,000 per occurrence

- B. Automobile Liability Insurance with an Insurance Company qualified to do business in the Commonwealth of Massachusetts and acceptable to the Town providing a limit of liability not less than those specified below. Such insurance is to include claims arising out of vehicles owned by contractor, hired by contractor, or owned by others acting on behalf of or under the direction of the contractor.

- 1.) Bodily Injury Liability of not less than \$500,000 per accident, bodily injury and property damage combined

- C. Workmen's Compensation Insurance - The contractor shall furnish the Town with certificates of insurance showing that all his/her employees who shall be connected with this work are protected under Workmen's Compensation Insurance Policies.

- 1.) Coverage A - Massachusetts
- 2.) Coverage B - \$500,000 per insuring agreement

- D. Prior to the commencement of the work, contractor will cause to be delivered to the Procurement Office, Town of Georgetown Certificates of Insurance evidencing the foregoing. The Certificates of Insurance are to provide that the Town of Georgetown in care of its Procurement Officer shall be given at least 30 days advance notice of cancellation, intent not to renew, or material change in coverage.
- E. Bidder hereby agrees to save and hold the Town of Georgetown, its agents, servants, and employees, Harmless from any and all claims arising out of the activities of contractor, its agents, servants, employees, and invitee or subcontractors.

## **VIII. AFFIRMATIVE ACTION**

It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religion, sex, national origin, ancestry, age, sexual orientation or disability

## IX. PREVAILING WAGES

- A. Bids for any contract requiring labor such as, but not limited to, construction, repair or installation **shall be made on the bases of the Minimum Wage Schedule, as determined by the Commission of Labor and Industries pursuant to the provisions of Chapter 149, Section 26 27D inclusive, of the General Laws, as amended.** (If not attached, this information as well as statement of compliance will be supplied to you as soon as it is received from the State.)
- B. In accordance with the requirements of G.L. c. 149, §27B, the Contractor shall submit, and shall require all of its subcontractors required to keep a record of hours and wages paid to laborers employed on the project to the awarding authority to submit, on a weekly basis, copies of such records. All such weekly submissions shall be accompanied by the following certification:

The undersigned contractor hereby certifies, under the pains and penalties of perjury, that the foregoing payroll records are true and accurate records of the wages paid to laborers employed on the project for the period stated and said wages are in an amount no less than the prevailing wage rates established for the project by the Massachusetts Department of Labor and Industries. The undersigned contractor agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the contractor's failure to pay laborers employed on the project the said applicable prevailing wage rates; (2) the failure of the foregoing payroll records to accurately state the said applicable prevailing wage rates; or (3) the failure of the foregoing payroll records to accurately represent the wages actually paid to laborers employed on the project.

DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_



## **X. SUBSTITUTION**

- A. All specifications provided are considered to be minimum quality and/or quantity acceptable.
- B. In the event that a proprietary specification is used, the intent is to clearly and best describe a minimum acceptable standard of quality and in no way reduce the competitiveness of the bid. Where proprietary specifications are used, alternate items of 'equal to or better than' standard may be substituted unless stated otherwise.
- C. When a substitution is made, the burden of proof shall be on the bidder to demonstrate that the substitute is in fact equal to or better than the standard used. The bidder shall submit such proof as part of the bid document. Bids not containing said documentation may be considered non-responsive at the sole discretion of the Town.

## **XI. ASSIGNMENT OF CONTRACT**

The contractor shall not be permitted to either assign or underlet the contract, nor assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the Town.

## **XIII. SPECIFICATIONS**

### **Town Hall Exterior Painting**

- 1. Erect the necessary scaffolding and equipment in order to gain access to all areas of the Town Hall that are to be painted. Items included will be windows, soffits, gutters, rake boards, door, etc. (all previously painted surfaces). An aerial lift will be needed in certain areas.
- 2. Remove loose and deteriorated paint from all surfaces by means of scraping and sanding. All edges will be feathered smooth.
- 3. Re-nail any loose trim, molding, and woodwork, as needed, using stainless steel nails. Replace missing or rotted wood, as per original, using mahogany stock. (The cost for replacement wood will be quoted separately once work has begun.)
- 4. Remove existing storm windows and safely store on-site.
- 5. Remove loose and cracking glazing on all window sashes. Re-glaze using DAP glazing compound and tool smooth. Replace broken glass where needed.

6. After completion of surface preparation, apply one full coat of white alkyd primer to wood surfaces. Prime paint metal surfaces using Sherwin-Williams DTM metal primer, and or equal metal primer.
7. Caulk all joints, seams, and cracks using a 35-year warranty acrylic caulking compound, and tool smooth.
8. After ample drying time has elapsed, apply, by brush, one full coat of Sherwin- Williams 100% acrylic finish, and/or equal acrylic finish to all primed surfaces.
9. After the completion of painting operations, clean all exterior glass as well as the storm windows. Reinstall storm windows.

## **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word 'person' shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security Number or Federal  
Identification Number

\_\_\_\_\_  
Legal Name of Business Entity (Please Print or Type)

Address: \_\_\_\_\_  
\_\_\_\_\_

All bids shall be accompanied by the Bidder's certification regarding payment of prevailing wage rates in the form set forth below.

**BIDDER'S CERTIFICATION REGARDING PAYMENT OF PREVAILING WAGES**

The undersigned bidder hereby certifies, under the pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Industries. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions, or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of our as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name and Title (Print or Type)

**STANDARD HOLD HARMLESS AND INDEMNITY CLAUSE**  
**FOR USE IN**  
**LEASES, USE AGREEMENTS, PROCUREMENT CONTRACTS ETC.**

\_\_\_\_\_, its officers and members all,  
Legal Name of Bidder's Business Entity

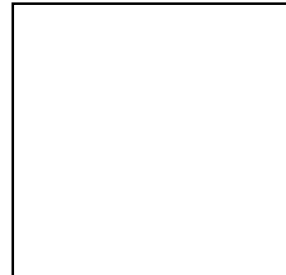
through the signing of this document by an authorized party or agent, indemnify, hold harmless and defend the Town of Georgetown and its agents and employees from all suits and actions, including attorneys' fees and all costs of litigations and judgment of every name and description brought against the Town as a result of loss, damage or injury to person or property by reason of any act by \_\_\_\_\_, its agents, servants or employees.

\_\_\_\_\_  
Legal Name of bidder's Business Entity

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date



**Corporate Seal**

## **CERTIFICATION TO PAYMENT OF TAXES BY CONTRACTOR**

Pursuant to G.L. c. 62C, §49A, I hereby certify that \_\_\_\_\_

Legal Name of Bidder's Business Entity

has complied with all laws of the Commonwealth of Massachusetts relating to the  
payment of taxes.

Signed under the penalties of perjury.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date



**Corporate Seal**

**CERTIFICATE OF VOTE**  
(Corporations Only)

At a duly authorized meeting of the Board of Directors of the \_\_\_\_\_  
(Name of Corporation)

held on \_\_\_\_\_ it was voted, that \_\_\_\_\_  
(Date) (Name)

\_\_\_\_\_ of this company, be and hereby is  
(Officer)

authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company. I

hereby certify that I am the clerk of the above named corporation and that \_\_\_\_\_

\_\_\_\_\_ is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

**Corporate Seal**

## **XIV. CONTRACT PRICES**

The bidder above-mentioned declares and certifies:

1. That said bidder has carefully examined the instructions to bidders, schedules, and specifications prepared under the direction of the Georgetown School Committee, and will, if successful in the bid, furnish and deliver at the prices bid and within the time stated, all the materials, services or labor for which this bid is made.
2. No plea of mistake in an accepted bid shall be available to the undersigned bidder.
3. All bidders are required to answer the following survey questions. Bids not answering the following questions may be deemed non-responsive.

- a. Is the bidder a Minority Business Enterprise
- b. Is the bidder a Women Business Enterprise
- c. Does the bidder possess a business certificate in the Town of Georgetown?
- d. Has the bidder provided services or goods to the Town of Georgetown at any time during the past 24 months?
- e. Has the bidder ever forfeited a bid or performance bond relating to a bid with the Town of Georgetown?
- f. Is this bid for contracted services?

1. If yes, will any portion be sub-contracted?

2. Approximately how many people in total will work on this contract?

4. Total Price for Exterior Painting Memorial Town Hall as specified in the IFB:

\_\_\_\_\_  
\$(Dollar Amount Written in Words)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Telephone Number      Fax Number

**Corporate Seal**



**TOWN OF GEORGETOWN  
CONTRACT FOR  
Exterior Painting Memorial Town Hall**

This Contract is made this \_\_\_\_ day of \_\_\_\_, 2012 by and between the Town of Georgetown, a municipal corporation location within the Commonwealth of Massachusetts, acting through its Board of Selectmen, (hereinafter, the “Town”), and ,  
A corporation with a business address at \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_ (hereinafter, the “Contractor”).

**ARTICLE I  
SCOPE OF SERVICES**

The Contractor shall furnish such material, equipment and labor as are necessary to perform the work, including the Exterior Painting of Memorial Town Hall, 1 Library Street, Georgetown, MA 01833 in accordance with the bid specifications contained in an Invitation for Bid (IFB) issued by the Town on Tuesday July 1, 2014 which IFB is incorporated herein in full. Contract documents shall include, in addition to said IFB, all documents referenced in Section II of the IFB, all of which are incorporated herein by reference.

**ARTICLE II  
TIME OF CONTRACT**

The Contractor shall commence work under this contract within seven (7) days after receipt of a Notice to Proceed and shall prosecute the work in such manner as to ensure substantial completion of all work within forty-five (45) days after commencement. The parties hereto agree that time is of the essence of this contract.

**ARTICLE III  
COMPENSATION**

(1) Contract Sum. The Town shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by amendment as provided herein,

the Contract Sum of \_\_\_\_\_ and \_\_\_\_/100 dollars (\$ \_\_\_\_\_).  
Progress payment will be made subject to approval of the Municipal Maintenance Director.

**ARTICLE IV**  
**AFFIRMATIVE ACTION/PREVAILING WAGES**

(1) The parties hereto agree that it shall be material breach of this contract for the Contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religion, sex, national origin, ancestry, age, sexual orientation or disability.

(2) This Contract shall be subject to the Minimum Wage Schedule, as determined by the Commission of Labor and Industries pursuant to the provisions of Chapter 149, Section 26 to 27D inclusive, of the General Laws concerning wages.

**ARTICLE V**  
**COMPLIANCE WITH LAWS**

The Contractor shall comply with all Federal, State and local laws, rules, regulations, and orders applicable to the work provided pursuant to this Contract, and shall be responsible for obtaining all necessary licenses, permits, and approvals.

**ARTICLE VI**  
**INCORPORATION OF GENERAL LAWS**

This Contract shall be considered to include all terms required to be included by the General Laws of the Commonwealth of Massachusetts, as amended, and any other laws as though such terms were set forth in full herein, to the extent that the same are applicable to this contract and the Contractor.

**ARTICLE VII**  
**INDEPENDENT CONTRACTOR**

The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Contract.

**ARTICLE VIII**  
**TOWN'S LIABILITY**

The Town's liability under this Contract shall be to make all payments when they shall become due, and the Town shall be under no further obligation or other liability. Nothing in this Contract shall be construed to render the Town Administrator, the Board of Selectmen, or any other officer of the Town, or their successors in office, personally liable for any obligation under this contract.

**ARTICLE IX**  
**INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees from any loss, damage, cost, charge, expense or claim for injury to person or property, which may be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, there or thereafter due to the Contractor, a sufficient amount to protect the Town against such claim, costs and expenses.

**ARTICLE X**  
**INSURANCE**

The Contractor shall obtain and maintain during the term of this Contract the following insurance coverage in companies qualified to do business in the Commonwealth of Massachusetts, and acceptable to the Town.

A. Commercial General Liability Insurance as follows:

Commercial General Liability Insurance company qualified to do business in the Commonwealth of Massachusetts and acceptable to the Town, providing a limit of liability of not less than \$1,000,000 per occurrence and general aggregate. Such insurance is to include the following extension of coverage.

- 1.) Contractual Liability- \$1,000,000 per occurrence

- 2.) Premises Operation Liability- \$1,000,000 per occurrence
- 3.) Independent Contractors Liability- \$1,000.00 per occurrence
- 4.) Explosion, Collapse and Underground Property Damage- \$1,000,000 per occurrence
- 5.) Personal Liability- \$1,000,000 per occurrence
- 6.) Products Liability- \$1,000,000 per occurrence

B Workmen's Compensation Insurance- The Contractor shall furnish the Town with certificates of insurance showing that all his/her employees who shall be connected with this work are protected under Workmen's Compensation Policies.

- 1.) Coverage A- Massachusetts
- 2.) Coverage B- \$500,000 per insuring agreement

C The Town shall be identified as an additional insured under the Contractor's general liability policy. All policies shall provide that the Town shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverage shall be provided to the Town at the execution of this contract. Each such certificate shall specifically refer to the Contract and shall state that such insurance shall be deemed a material breach of the Contract and shall be grounds for immediate termination.

## **ARTICLE XI**

### **PERFORMANCE BOND/PAYMENT BOND**

The Contractor shall furnish a Performance Bond and a Payment Bond in a form and with a surety company approved by the Town and authorized to do business in the Commonwealth of Massachusetts, conditioned upon the Contractor fully performing all his obligations under this Contract, and making full payment for all labor performed or furnished in the work. The penal sum of the bonds shall be the full amount 100% of the Contract price, including all services of whatever kind required thereby. Failure to provide such performance bond shall be grounds for termination.

## **ARTICLE XII** **ASSIGNMENT**

The Contractor shall not assign, sublet or otherwise transfer the work required under this Contract, in whole or in part, without the prior written consent of the Town, and shall not, either legally or equitable assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

## **ARTICLE XIII** **INSPECTION AND REPORTS**

The Town shall have the right at any time to inspect the work of the Contractor, including the right to enter upon any property owned or occupied by the Contractor, whether situated within or beyond the limits of the Town. Whenever requested, the Contractor shall immediately furnish to the town full and complete written reports of his operations under this Contract in such detail and with such information as the Town may request.

## **ARTICLE XIV** **TERMINATION FOR CAUSE**

If any time during the term of this contract the Town determines that the Contractor has breached the terms of this Contract by negligently or incompetently performing the work, or any part thereof, or by failing to perform the same, to the satisfaction of the Town, or by not complying with the direction of the Town or its agents, or by otherwise failing to perform this Contract in accordance with all of its terms and provisions, the Town shall notify the Contractor in writing stating therein the nature of the alleged breach and directing the Contractor to cure said breach within ten (10) days. The Contractor specifically agrees that it shall indemnify and hold harmless the Town as provided in Article IX from any loss, damage, cost, charge, expense, or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the Contractor fails to cure said breach within ten (10) days, the Town may, at its election at any time after the expiration of said ten (10) days, terminate this Contract by giving written notice thereof to the Contractor specifying the effective date of the termination. Upon the date so specified, this contract shall terminate. Such termination shall not prejudice or waive any rights or action which the Town may have

against the Contractor because of any default or failure in performance of this Contract up to the date of such termination, and the Contractor shall be liable to the Town for any amount which it may be required to pay in excess of the Contract Sum provided herein in order to complete the work specified herein in a timely manner.

#### **ARTICLE XV NOTICE**

Any and all notices, or other communications required or permitted under this contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 furnished from time to time in writing hereafter by one party to the other party.

Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

#### **ARTICLE XVI SEVERABILITY**

If any term or condition of this contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

#### **ARTICLE XVII GOVERNING LAW**

This contract shall be governed by, constructed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the Contractor submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this contract.

**ARTICLE XVIII**  
**PAYMENT FOR DAMAGES**

The Contractor shall pay to the Town all expenses, losses and damages, as determined by the Town, incurred in consequences of any misfeasance, omission or mistake of the Contractor or his employees or the making good thereof and it is further agreed that damages to the Town will result from a failure by the Contractor in the bid submission. All damages referred to in this section may be deducted by the Town from any payment then or thereafter due to the Contractor.

**ARTICLE XVIII**  
**ENTIRE AGREEMENT**

This contract, including all documents herein by reference, constitutes the entire integrated agreement between parties with respect to the matters described. This agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

CONTRACTOR:

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TOWN OF GEORGETOWN:

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Michael Farrell, Town Administrator

Approved as to the Availability of funds:

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Town Accountant